



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for Carnegie Forum Re-Roof Project to Hester Roofing of Sacramento \$26,240

MEETING DATE: September 21, 2010 (Special Meeting)

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding the contract for Carnegie Forum Re-Roof project to Hester Roofing, of Sacramento, in the amount of \$26,240.

BACKGROUND INFORMATION: This project consists of installing a new thermoplastic single-ply roofing system over the existing built-up roof. Funding for the project was appropriated in the FY 2010/11 budget from the Capital Outlay Fund in the amount of \$20,000 for Miscellaneous Capital Improvement Projects.


The total project cost including contingencies is expected to be approximately \$30,000 and, therefore, it will be necessary to assign \$10,000 of the contingency for the Miscellaneous Projects to the Carnegie Forum Re-Roof Project.

Plans and specifications for this project were approved on August 18, 2010. The City received seven bids for this project on September 8, 2010. One bid was deemed non-responsive because of a failure to include the required receipt of addendum.

Bidder	Location	Bid
Engineer's Estimate		\$ 48,000
Clark Roofing	Sacramento	\$ 23,920 (non-responsive)
Hester Roofing	Sacramento	\$ 26,240
Baker Roofing Company	Stockton	\$ 29,500
Priority Roofing Solutions	San Jose	\$ 29,700
California Single Ply, Inc.	Rocklin	\$ 29,725
Kodiak Union Roofing Services	Lincoln	\$ 33,690
T.A. Krause	Lodi	\$ 33,750

FISCAL IMPACT: Maintenance costs for leak repairs should be reduced.

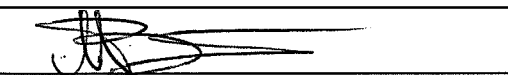
FUNDING AVAILABLE: Capital Outlay Fund (1211)


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager
FWS/DJC/djc
cc: City Attorney

APPROVED:


Konradt Bartlam, Interim City Manager

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and HESTER ROOFING, herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

- Notice Inviting Bids
- Information to Bidders
- General Conditions
- Special Provisions
- Bid Proposal
- Contract
- Contract Bonds
- Plans (Drawings)
- Specifications
- Addenda

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work, furnish all labor and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Clauses 65 and 66 General Conditions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor,

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to furnish all labor, material, tax, equipment, and services necessary for the construction and completion of the "Carnegie Forum Re-Roof, 305 West Pine Street" Project and associated improvements. The Project includes installing a new thermoplastic single-ply roofing system over the existing built-up roof, and all associated work as described in the project plans (drawings) and specifications, all in accordance with the specifications and working details and other contract documents now on file with the Director of Public Works, City Hall, 221 W. Pine Street, Lodi.

Item	Description	Unit	Total Price
1.	Carnegie Forum Re-Roof Project	LS	\$26,240.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract and to diligently prosecute to completion within **30 CALENDAR DAYS**.

When signing this contract, the contractor agrees that the time of completion for this contract is reasonable and the contractor agrees to pay the city liquidated damages of **\$500.00 per day for each day the work is not completed** beyond the time specified in the preceding paragraph. Contractor agrees that this amount may be deducted from the amount due the contractor under the contract.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
Interim City Manager

By: _____

Date: _____

Attest:

Title

Randi Johl, City Clerk

(CORPORATE SEAL)

Approved as to form:

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2010-159

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
THE CONTRACT FOR CARNEGIE FORUM REROOF PROJECT

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on September 8, 2010, at 11:00 a.m. for the Carnegie Forum Reroof Project, described in the specifications therefore approved by the City Council on August 18, 2010; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Engineer's Estimate	\$ 48,000
Clark Roofing, Sacramento	\$ 23,920* (non-responsive)
Hester Roofing, Sacramento	\$ 26,240
Baker Roofing Company, Stockton	\$ 29,500
Priority Roofing Solutions, San Jose	\$ 29,700
California Single Ply, Inc., Rocklin	\$ 29,725
Kodiak Union Roofing Services, Lincoln	\$ 33,690
T.A. Krause, Lodi	\$ 33,750

* Bid deemed non-responsive due the failure of the bidder to include the required Receipt of Addendum.

WHEREAS, staff recommends awarding the contract for the Carnegie Forum Reroof Project to the lowest responsible bidder, Hester Roofing, of Sacramento, California, in the amount of \$26,240.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Carnegie Forum Reroof Project to the lowest responsible 'bidder, Hester Roofing, of Sacramento, California, in the amount of \$26,240.

Dated: September 21, 2010


I hereby certify that Resolution No. 2010-159 was passed and adopted by the Lodi City Council in a special meeting held September 21, 2010, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Mounce, and
Mayor Katzakian

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk